

LANCASTER COUNTY

COUNTY - CITY BUILDING Telephone: (402)441-7410
LINCOLN, NEBRASKA 68508 FAX : (402) 441-6513
BOARD OF COMMISSIONERS

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

NOTICE TO BIDDERS SPECIFICATION NO. 06-260

Lancaster County intends to enter into contract and invites you to submit a sealed bid for:

TWO (2) MOTOR GRADERS COUNTY ENGINEERS SHOP

MEETING OR EXCEEDING LANCASTER COUNTY'S SPECIFICATIONS

Sealed bids will be received by Lancaster County, Nebraska on or before **12:00 noon, Wednesday, September 20, 2006**, in the office of the Purchasing Agent, "**K" Street Complex (SW Wing), Suite 200, 440 So. 8th Street**, Lincoln, NE 68508. Bids will be publicly opened and read aloud in the First Floor Conference Room at the "K" Street Complex.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above. Late bid will not be considered.

FAX bid responses are not acceptable, all bids must possess an original signature and be in a sealed envelope.

COMMISSIONERS
*DEB SCHORR * LARRY HUDKINS * RAY STEVENS * BERNIE HEIER * BOB WORKMAN*
KERRY EAGAN, Chief Administrative Officer

Company Name _____

**PROPOSAL
SPECIFICATION NO. 06-260**

**BID OPENING TIME: 12:00 NOON
DATE: September 20, 2006**

The undersigned bidder, having full knowledge of the requirements of County of Lancaster for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the County the below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

**THE REQUIREMENTS FOR:
Motor Grader for County Engineer Shop
BIDDING SCHEDULE**

Complete with "Repurchase Agreement Condition"

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>TOTAL</u>	
1.	145 - 170 H.P. Class Articulated Frame Four-wheel Drive Motor Grader		2 ea.	\$_____	\$_____
	Mfg. _____ Model # _____				
2.	Guaranteed maximum cost of repair maintenance agreement for 8,500 operating hours or seven (7) years.				
	Cost not to exceed: \$_____		2 ea.	\$_____	\$_____
3.	<u>TRADE-IN ALLOWANCE</u>				
3.1	County Unit #334, 1994 Champion 720A motor grader, SN X024178X		1 ea.	Deduct	(\$_____)
3.2	County Unit #322, 1990 John Deere 770B motor grader, SN 526304		1 ea.	Deduct	(\$_____)
4.	<u>GUARANTEED REPURCHASE</u> Guaranteed repurchase of new equipment offered herein as per the terms of the "Repurchase Agreement Conditions". To be covered by a performance bond for the amount of twenty-five (25%) of figure bid on this item. 7 Years/8500 Hours Repurchase		2 ea.	\$_____	\$_____
5.	TOTAL COST (Item #1 plus, Item #2, minus Item #3, minus Item #4)				

	<u>ITEM #3.1</u> <u>1994 Champion</u>	<u>ITEM #3.2</u> <u>1990 John Deere</u>
Item #1:	_____	_____
Plus Item #2: +	_____	_____
Minus Item #3: -	_____	_____
Minus Item #4: -	_____	_____
TOTAL COST	_____	_____

NOTE: Bidder must bid on all items and will be paid only Item #1, plus Item #2, minus Item #3 (3.1, 3.2)

Company Name _____

BID SECURITY REQUIRED: In the amount of **5% of total cost on the Bidding Schedule** (bond amount listed as item #5 of this bidding schedule - highest "TOTAL COST")

6. Is your bid all-or-none (YES), or will you consider award of individual components of the offer (i.e., award of sale of new but not trade-in, or award of trade-in but not sale of new, etc.)?
 ___YES ___NO
7. County may choose to split the award of the two units (i.e., award one unit via price structure for Option #1 and one unit via price structure for Option #2) would you consider an award for a single unit based on the prices offered?
 ___YES ___NO
8. Does your offer include any alternate equipment?
 If YES, list below or attach to your response.
 ___YES ___NO

BID SECURITY REQUIRED: Yes X Amount: 5% of total offer
No

NOTE: RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL. MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS: SEALED BID FOR SPEC. 06-260

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the County, and to enter into a contract if this proposal is accepted.

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE

ZIP CODE

(Title)

TELEPHONE

(Date)

**EMPLOYER'S FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER**

ESTIMATED DAYS TO COMPLETE (After receipt of notice to proceed)

BIDS MAY BE INSPECTED IN THE PURCHASING OFFICE DURING NORMAL BUSINESS HOURS, **AFTER** TABULATION. IF YOU DESIRE A COPY OF THE BID TABULATION TO BE MAILED TO YOU, YOU MUST ENCLOSE A **SELF-ADDRESSED STAMPED ENVELOPE** WITH YOUR BID. Bid tabulations can also be viewed on our website at: <http://www.ci.lincoln.ne.us/city/finance/purch/specindx.htm>

EQUIPMENT SPECIFICATIONS
145-170 H.P. CLASS ARTICULATED FRAME
FOUR-WHEEL DRIVE MOTOR GRADERS
Specification 06-260

1. APPLICATIONS

- 1.1 The motor graders will be utilized by the County Road Maintenance Division in a variety of applications.
- 1.1.1 The most demanding of these applications will be for gravel road maintenance and various grading projects in which visibility and maneuverability are imperative.
- 1.1.2 Other applications will include snow removal, utilizing front mount V-plow, road and ditch construction.
- 1.2 All operations must be capable of being safely accomplished from a sitting position with a clear and unobstructed view of the ground immediately in front of the tires.

2. MODEL

- 2.1 The equipment furnished under these specifications shall be the latest improved model in current production as offered to the commercial trade (2006 or 2007 model year).
- 2.2 Examples: Caterpillar 140H, John Deere 770D
- 2.3 Examples shown are listed to show the type and class of equipment desired.
- 2.4 Bidders are cautioned to read the specifications carefully, as they may include special requirements not commonly offered by the manufacturer.
- 2.5 Do not assume your standard equipment meets all detailed specifications merely because it is listed above as an example.

MEETS SPECS**YES NO****3. ENGINE AND RELATED EQUIPMENT**

_____	_____	3.1	Six cylinder <u>minimum</u> turbo charged
_____	_____	3.2	Four cycle
_____	_____	3.3	Diesel powered engine <u>compatible with ultra-low sulfur diesel fuels</u>
_____	_____	3.4	Water cooled
_____	_____	3.5	Variable horsepower 145 H.P. minimum in lower gears and 185 H.P. minimum in higher gears
_____	_____	3.6	Engine governor
_____	_____	3.7	Dry-type dual stage air cleaner
_____	_____	3.8	Turbo II pre-cleaner or automatic dust ejector
_____	_____	3.9	Pop-up restriction indicator (cab mounted)
_____	_____	3.10	Full-flow spin-on oil filter
_____	_____	3.11	(30 Micron) Fuel filter and water separator
_____	_____	3.12	24 volt electric start
_____	_____	3.13	Antifreeze protection to -30 degrees F with 5 yr. extended life coolant
_____	_____	3.14	Muffler with bent elbow/rain cap (vertical stack cab height)
_____	_____	3.15	Thermal cold weather starting aid
_____	_____	3.16	Engine side enclosures
_____	_____	3.17	Fuel priming pump
_____	_____	3.18	75 amp alternator <u>minimum</u>
_____	_____	3.19	Heavy duty batteries (2) (900 CCA capacity minimum)
_____	_____	3.20	Heavy-duty radiator
_____	_____	3.21	100 gallon capacity fuel tank <u>minimum</u>

MEETS SPECS**Yes No****4. TRANSMISSION**

- | | | | |
|-------|----------------|------|--|
| _____ | _____ | 4.1 | Power shift no clutching required for gear or directional changes (without torque converter transmission) |
| _____ | _____ | 4.2 | Direct drive |
| _____ | _____ | 4.3 | Eight (8) speeds forward <u>minimum</u> |
| _____ | _____ | 4.4 | Six (6) speeds reverse <u>minimum</u> |
| _____ | _____ | 4.5 | 25 mph approximate road speed in forward gear.
NOTE: Please state maximum forward road speed. _____ mph |
| _____ | _____ | 4.6 | Transmission Bottom Guard/Pan with Side Plates |
| _____ | _____ or _____ | 4.7 | Full powershift transmission with integral torque converter |
| _____ | _____ | 4.8 | Six (6) speeds forward <u>minimum</u> |
| _____ | _____ | 4.9 | Three (3) speeds reverse <u>minimum</u> |
| _____ | _____ | 4.10 | Transmission bottom guard |

5. DIFFERENTIAL AND FINAL DRIVE

- | | | | |
|-------|----------------|-----|--|
| _____ | _____ | 5.1 | Operator controlled differential lock (hydraulic activated) |
| _____ | _____ or _____ | 5.2 | No spin automatic locking/unlocking differential |
| _____ | _____ | 5.3 | Planetary final drive |
| _____ | _____ or _____ | 5.4 | Single reduction final drive, (floating) splined axles with double row spherical roller bearings |
| _____ | _____ or _____ | 5.5 | Spiral bevel gears, full floating alloy steel, heat treated axles |

6. TANDEMS

- | | | | |
|-------|-------|-----|--|
| _____ | _____ | 6.1 | Steel box, oil bath design |
| _____ | _____ | 6.2 | Tandem oscillation approximately 20°
NOTE: Please state tandem oscillation Forward Reverse |
| _____ | _____ | 6.3 | Roller chain tandem drive |

7. BRAKES

- | | | | |
|-------|----------------|------|---|
| _____ | _____ | 7.1 | Four-wheel independent brakes |
| _____ | _____ | 7.2 | Power boosted, self adjusted |
| _____ | _____ | 7.3 | Parking brake required, able to hold weight of machine on slope |
| _____ | _____ or _____ | 7.4 | Individual tandem brakes (effective on all four tandem wheels) |
| _____ | _____ | 7.5 | Power assisted, wet disc, self adjusted |
| _____ | _____ | 7.6 | Parking brake effective on all four tandem wheels, able to hold weight on slope |
| _____ | _____ or _____ | 7.7 | Four wheel, air activated, oil disc brakes |
| _____ | _____ | 7.8 | Dual circuit air system, individual to each tandem |
| _____ | _____ | 7.9 | Parking brake multiple disc located in transmission case able to hold weight on slope |
| _____ | _____ | 7.10 | Air brake dryer with air brake system |

NOTE: All systems must have a warning light or audible horn to warn of low brake hydraulic pressure or low air assist pressure. Please state: Yes No

8. TIRES AND WHEELS

- | | | | |
|-------|-------|-----|--|
| _____ | _____ | 8.1 | Wheels to be interchangeable throughout (10 inch rims) |
| _____ | _____ | 8.2 | 14.00 x R24 Radial (Michelin XGLAG2 or approved alternate) |
| _____ | _____ | 8.3 | One piece rim not acceptable |

MEETS SPECS**YES** **NO****9. STEERING SYSTEM**

- | | | | |
|-------|-------|-----|--|
| _____ | _____ | 9.1 | Fully hydraulic power steering |
| _____ | _____ | 9.2 | Steering 42° to right or left <u>minimum</u> |
| _____ | _____ | 9.3 | Full hydraulic, power articulation |
| _____ | _____ | 9.4 | Frame articulation 20° to right or left <u>minimum</u> |
| _____ | _____ | 9.5 | Frame articulation at rear of cab |
| _____ | _____ | 9.6 | Full hydraulic wheel lean |
| _____ | _____ | 9.7 | Wheel lean angle 18° to right or left <u>minimum</u> |
| _____ | _____ | 9.8 | Turning radius measure to outside of front tires 24' 6" <u>maximum</u> |

NOTE: State turning radius _____**10. FRONT AXLE**

- | | | | |
|-------|-------|------|---|
| _____ | _____ | 10.1 | Heavy duty steel construction |
| _____ | _____ | 10.2 | 30° oscillation, total <u>minimum</u> |
| _____ | _____ | 10.3 | 22" ground clearance <u>minimum</u> |
| _____ | _____ | 10.4 | Axle of sufficient strength to allow mounting of V-plow |

11. MOLDBOARD

- | | | | |
|-------|-------|------|--|
| _____ | _____ | 11.1 | High-carbon steel construction |
| _____ | _____ | 11.2 | 14' x 24" x 7/8" <u>minimum</u> |
| _____ | _____ | 11.3 | AASHTO standard hole spacing for cutting edge |
| _____ | _____ | 11.4 | Bolt-on end bits |
| _____ | _____ | 11.5 | Hydraulic side shift left and right |
| _____ | _____ | 11.6 | Hydraulic blade tip |
| _____ | _____ | 11.7 | Hydraulic moldboard lifts to have float capability |
| _____ | _____ | 11.8 | Hydraulic saddle rotation |
| _____ | _____ | 11.9 | Ends of moldboard must be visible from a sitting position during normal road maintenance operation |

12. BLADE RANGES (14 FOOT MOLDBOARD W/O EXTENSIONS)

- | | | | |
|-------|-------|-------|--|
| _____ | _____ | 12.1 | Lift above ground 17 inches <u>minimum</u> |
| _____ | _____ | 12.2 | Cutting depth 17 inches <u>minimum</u> |
| _____ | _____ | 12.3 | Blade pitch variable through 40° forward and 5° rearward <u>minimum</u> |
| _____ | _____ | 12.4 | Bank cutting angle 90° <u>minimum</u> right and left side |
| _____ | _____ | 12.5 | 360° circle rotation |
| _____ | _____ | 12.6 | Blade side shift right 25 inches <u>minimum</u> |
| _____ | _____ | 12.7 | Blade side shift left 20 inches <u>minimum</u> |
| _____ | _____ | 12.8 | Reach outside rear tires right side 83 inches <u>minimum</u> |
| _____ | _____ | 12.9 | Reach outside rear tires left side 83 inches <u>minimum</u> |
| _____ | _____ | 12.10 | All blade ranges must be accomplished from the cab, without any manual adjustments |
| _____ | _____ | 12.11 | Circle to have replaceable wear strips in shoes, minimum of 6 shoes |
| _____ | _____ | 12.12 | Circle drive to have slip clutch |
| _____ | _____ | 12.13 | Blade side shift to have replaceable bronze inserts |

NOTE: Reach determined with machine in straight position**13. BLADE CONTROLS**

- | | | | |
|-------|-------|------|--|
| _____ | _____ | 13.1 | Extra hydraulic valve installed in valve stack to be used for hydraulic drag lift and lines to rear |
| _____ | _____ | or | |
| _____ | _____ | 13.2 | Valve remote mount with switch within easy reach of operator to be used for hydraulic drag lift with lines to rear |

MEETS SPECS**YES NO****14. CAB AND RELATED EQUIPMENT**

- | | | | |
|-------|-------|--------|--|
| _____ | _____ | 14.1 | Low profile design not to exceed 11 ft. 2 in.
State cab height with 14.00 x 24 tires _____ |
| _____ | _____ | 14.2 | Sound suppression design with deluxe insulation |
| _____ | _____ | 14.3 | Operator's sound exposure with cab doors and windows closed shall not exceed 81 dba when tested at rated speed using SAE J88 standard test |
| | | 14.3.1 | Please state decibel level in operator's position per SAE standards under full load with doors open: _____ dba |
| | | 14.3.2 | Please state decibel level in bystander's position of 7.5 meters from middle side of unit, per SAE standards: _____ dba |
| _____ | _____ | 14.4 | Cab to be steel construction |
| _____ | _____ | 14.5 | Fully enclosed, shock mounted |
| _____ | _____ | 14.6 | ROPS structure to be integral with cab and meet or exceed SAE J396, SAE 1040 April 88 and ISO 3741-1986 |
| _____ | _____ | 14.7 | Warning horn |
| _____ | _____ | 14.8 | 40,000 BTU high output two-speed heater |
| _____ | _____ | 14.9 | Front defroster fan |
| _____ | _____ | 14.10 | Rear defroster fan |
| _____ | _____ | 14.11 | Highest output Factory installed air conditioner with pressurizer/filter |
| _____ | _____ | 14.12 | Tinted safety glass throughout |
| _____ | _____ | 14.13 | Windows to provide a full view of moldboard and road in front |
| _____ | _____ | 14.14 | Windows to provide side view and rear vision |
| _____ | _____ | 14.15 | Deluxe posture contour fabric air suspension seat with arm rests and retractable 3 inch seat belt |
| _____ | _____ | 14.16 | Key-locking door latches and complete vandalism protection for all compartments |
| _____ | _____ | 14.17 | Handrails and access steps |
| _____ | _____ | 14.18 | Front and rear upper and lower windshield washers and wipers |
| _____ | _____ | 14.19 | Heavy duty rubber floor mat |
| _____ | _____ | 14.20 | Inside mounted rear-vision mirror |
| _____ | _____ | 14.21 | Outside mounted, both sides rear view mirrors |
| _____ | _____ | 14.22 | Adjustable control console |
| _____ | _____ | 14.23 | Hand and foot throttle control |
| _____ | _____ | 14.24 | AM/FM radio with weather band |
| _____ | _____ | 14.25 | All sun visors and anti-glare devices available to be provided |

15. INSTRUMENTS, GAUGES, AND METERS

- | | | | |
|-------|-------|-------|---|
| _____ | _____ | 15.1 | Engine hour meter |
| _____ | _____ | 15.2 | Ammeter or voltmeter |
| _____ | _____ | 15.3 | Engine oil pressure and transmission pressure gauge |
| _____ | _____ | 15.4 | Engine temperature gauge and transmission temperature gauge |
| _____ | _____ | 15.5 | Hydraulic temperature gauge and hydraulic filter restriction indicator |
| _____ | _____ | 15.6 | Articulation indicator |
| _____ | _____ | 15.7 | Brake system audible warning and indicator light |
| _____ | _____ | 15.8 | Key-locking starter |
| _____ | _____ | 15.9 | Fuel level gauge |
| _____ | _____ | 15.10 | Lift arm lock disengage indicator |
| _____ | _____ | 15.11 | Parking brake on indicator |
| _____ | _____ | 15.12 | Visual/audible warning system. Electronic monitoring system to warn operator of problems and if immediate shutdown required |
| _____ | _____ | 15.13 | Differential lock indicator |

MEETS SPECS**YES NO****16. LIGHTING**

- | | | | |
|-------|-------|------|--|
| _____ | _____ | 16.1 | Two (2) front seal beam halogen driving lights (must be mounted for proper operation over snow plow) |
| _____ | _____ | 16.2 | Two (2) Cab roof mounted halogen driving lights |
| _____ | _____ | 16.3 | Two (2) front seal beam halogen work lights |
| _____ | _____ | 16.4 | Two (2) rear seal beam work lights |
| _____ | _____ | 16.5 | Two (2) rear stop and tail lights |
| _____ | _____ | 16.6 | Two (2) double-faced turn and warning lights (four-way flashers) |
| _____ | _____ | 16.7 | Cab mounted dome light |
| _____ | _____ | 16.8 | Instrument panel light |

17. WEIGHT AND DIMENSIONS BASE WEIGHT TO INCLUDE CAB, STANDARD EQUIPMENT, FUEL LUBRICANTS AND EQUIPMENT AS SPECIFIED

- | | | | |
|-------|-------|------|---|
| _____ | _____ | 17.1 | Basic operating weight 32,000 lbs. <u>minimum</u> |
| _____ | _____ | 17.2 | Weight on front wheels 10,000 lbs. <u>minimum</u> |
| _____ | _____ | 17.3 | Weight on rear wheels 22,000 lbs <u>minimum</u> |
| _____ | _____ | 17.4 | Overall length 29' <u>maximum</u> (not including scarifier) or plow hitch |
| _____ | _____ | 17.5 | Overall width 8' 6" maximum |
| _____ | _____ | 17.6 | Overall height 11' 2" <u>maximum</u> |

18. PAINT

- | | | | |
|-------|-------|------|---|
| _____ | _____ | 18.1 | Two (2) coats of primer |
| _____ | _____ | 18.2 | One (1) coat manufacturers standard color |

19. MANUALS

- | | | | |
|-------|-------|------|--------------------------------------|
| _____ | _____ | 19.1 | One (1) complete service manual |
| _____ | _____ | 19.2 | Three (3) complete parts manuals |
| _____ | _____ | 19.3 | Three (3) complete operators manuals |

20. MISCELLANEOUS EQUIPMENT

- | | | | |
|-------|-------|-------|---|
| _____ | _____ | 20.1 | Fixed rear draw bar with drop pin |
| _____ | _____ | 20.2 | Electric back-up alarm |
| _____ | _____ | 20.3 | Tool box |
| _____ | _____ | 20.4 | Slow moving vehicle sign |
| _____ | _____ | 20.5 | Quick attaching lift group shall be provided for snow plow hook-up. Hydraulic control shall be from inside the cab within easy reach of the operator. All additional hydraulic components to be provided. |
| _____ | _____ | 20.6 | Scarifier front mounted in front of front wheels (may be used as snow plow lift group) |
| _____ | _____ | 20.7 | V-type shanks with replaceable tips |
| _____ | _____ | 20.8 | Five (5) shanks <u>minimum</u> |
| _____ | _____ | 20.9 | Protective Belly Pan with Side plates |
| _____ | _____ | 20.10 | Hydraulics controlled from cab (hydraulic pressure up, down, float) |
| _____ | _____ | 20.11 | All additional hydraulics components required to be provided |

21. EQUIPMENT MODIFICATIONS

- | | | | |
|-------|-------|--------|---|
| _____ | _____ | 21.1 | Bid shall include the cost of snow plow modifications from the units being traded in to be adapted to manufacturers supplied quick attach lift group as needed. |
| | | 21.1.1 | Snow plows units are located at the County Shop and at Waverly Shop. |
| | | 21.1.2 | One unit is #1023 – Caterpillar |
| | | 21.1.3 | One unit is #1024 – John Deere |

MEETS SPECS

YES **NO**

22. **TRADE IN COUNTY OWNED EQUIPMENT** – The County offers the following equipment as trade in allowance on the new equipment. All equipment offered is on an as-is, where-is, basis with no warranty either indicated or implied.

22.1 Lancaster Co. Unit No. 334, 1994 Champion 720A motor grader, SN X024178X

22.2 Lancaster Co. Unit No. 322, 1990 John Deere 770BH motor grader, SN 526304

NOTE: **Above listed EQ and snow plows(21 and 22) needing adapted may be seen by contacting Bill Fleisher at Lancaster County Shop, 444 Cherry Creek Rd., Lincoln, Ne. 68528, Phone (402) 441-7797.**

23. **MAINTENANCE CONTRACT**

- | | | |
|---|---|--|
| <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> | <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> | <p>23.1 Within ten (10) days after the award of the bid, the seller must execute a written maintenance contract with the County, in which the maintenance contract will incorporate the County's specifications as set forth herein.</p> <p>23.2 Failure to enter into a maintenance contract with the County within such time period will cause a forfeiture of the seller's bid security to the County as full liquidate damages.</p> <p>23.3 Also with such time period, the successful bidder must furnish a performance bond in the sum of \$12,000 plus 25% of the repurchase price if offered (see Bidding Schedule Option 1, #5) executed by the seller and by a corporate surety company authorized to transact business in the State of NE.</p> <p>23.4 Such bond shall be conditioned upon the faithful performance of all terms and conditions of the contract documents, including the holding harmless of the County from failure to do so, and including the making good of any and all guarantees which the contract documents may require for the duration of the contract period.</p> |
|---|---|--|

GUARANTEED MAXIMUM COST OF REPAIRS MAINTENANCE AGREEMENT

1. SCOPE

- 1.1 This agreement applies to all 145 - 170h.p. class articulated frame four-wheel drive motor graders purchased under Lancaster County Specification No. **#06-260**
 - 1.1.1 Agreement shall be in place for first 8,500 operating hours measured on the engine hour meter or
 - 1.1.2 Seven (7) years from date of delivery, whichever occurs first.
- 1.2 Seller shall pay for all repairs to the motor graders, including the cost of all parts and labor, in excess of \$_____ per unit
 - 1.2.1 This agreement further defines below the obligations of the seller and County.
 - 1.2.2 Repairs will be paid by Lancaster County only as they are incurred.

2. GENERAL TERMS AND CONDITIONS

- 2.1 Lancaster County reserves the right at any time during the term of this agreement to sell, lease, loan or trade or otherwise dispose of any or all motor graders at its discretion.
 - 2.1.1 Such action by Lancaster County shall make this agreement immediately null and void, as pertains to each motor grader individually.
- 2.2 Lancaster County will maintain current accurate maintenance records not to exceed a sixty (60) day lag.
 - 2.2.1 Seller reserves the right to examine the County's maintenance records at any time upon reasonable notice.
 - 2.2.2 Failure by Lancaster County to comply with the provision will render this agreement null and void.
- 2.3 Seller may inspect the motor graders at any time upon reasonable notice.
 - 2.3.1 Seller may make recommendations for repairs or improved maintenance/operating procedures based upon such inspections.
 - 2.3.2 Lancaster County, to the best of its ability, will comply with such recommendations within a reasonable time, not to exceed thirty (30) days.
- 2.4 All repair parts shall be purchased from a factory-authorized dealer, and will be charged against the maximum cost of repairs at the dealer's invoice price.
- 2.5 The following procedure shall be followed for any repairs anticipated to cost in excess of two hundred dollars (\$200.00) which will be charged against the maximum cost of repairs.
 - 2.5.1 Lancaster County shall notify seller of the repair requirements.
 - 2.5.2 Seller shall submit in writing to Lancaster County his cost estimate, including the details of the repairs to be performed.
 - 2.5.3 At seller's option, repairs may be performed in seller's service department and billed to Lancaster County at sellers established hourly labor rate.
 - 2.5.4 If repairs are performed in Lancaster County Maintenance Facility by County maintenance personnel, the seller's established hourly labor rate will apply to the cost of repairs.
 - 2.5.5 If the repair work is performed in any facility other than the seller's facility, Lancaster County will promptly notify the seller of the amount to apply against the maximum cost of repairs.
 - 2.5.6 All repair costs will be substantiated by detailed invoices.
- 2.6 Should a motor grader be out of service for three (3) normal working days due to failure of seller to complete repairs, or due to delayed delivery of repair parts; then the seller shall provide to Lancaster County at sellers expense a loan motor grader of equal capacity until such time as motor grader is placed back in service.
 - 2.6.1 Failure of seller to provide such loan motor grader after such three (3) day period will result in the sum of five hundred dollars (\$500.00) per normal working day charged against the maximum cost of repairs until such motor grader is placed back in service.

3. DETAILED REPAIR AND MAINTENANCE REQUIREMENTS

- 3.1 The cost of the following repairs and related expenses will be charged against the maximum cost of repairs established in section 1.3 above.
 - 3.1.1 Engine block and all related internal and external components including, air compressor, cooling system, air intake system, fuel system, fan and pulleys, exhaust system, charging system, and cranking system, but excluding fuel, lubricating oils, antifreeze and filters.
 - 3.1.2 Transmission: transmission case and all internal parts including linkage and external lines but excluding oil and filters.
 - 3.1.3 Tandem drive: Tandem housing, axles, chains, sprockets, hubs, bearings, and seals but excluding oil.
 - 3.1.4 Brakes: All internal brake components, operating linkage and exterior air lines.
 - 3.1.5 Steering: All steering controls, valves, cylinders, linkage pins and bushing, including hydraulic hoses; but excluding oil.
 - 3.1.6 Front Axle: All axles, bearings and seals
 - 3.1.7 Controls: All operating controls, moldboard and scarifier, including valves, cylinders, control linkage and hydraulic hoses, but excluding oil and filters.
 - 3.1.8 Mainframe: Complete mainframe assembly.
 - 3.1.9 Circle Assembly: Complete circle assembly including hydraulic cylinders, hydraulic drive components, moldboard shoes and supports, but excluding adjustments.
 - 3.1.10 Moldboard and scarifier: Complete moldboard and scarifier assemblies, but excluding cutting edges, end bits, teeth and shanks
 - 3.1.11 Cab: Complete cab assembly including heater and air conditioning
 - 3.1.12 Gauges and Instruments: All gauges and instruments
 - 3.1.13 Warning Devices: All warning devices including backup alarms
 - 3.1.14 All transportation costs for the purpose of effecting the above repairs.
- 3.2 The following repair and maintenance costs will be excluded from the maximum cost of repairs established in Section 1.3, above.
 - 3.2.1 Seller will be responsible for all repairs covered by the manufacturers warranty.
 - 3.2.2 Lancaster County will be responsible for the following maintenance and repair costs:
 - 3.2.2.1 All cost and application of fuel, lubricating oils and greases, hydraulic oils, filters, belts and hoses, antifreeze, cutting edges, scarifier shanks and tips, batteries, lights, tires, cleaning, repainting, and other items normally consumed in daily operations.
 - 3.2.2.2 Cost of repairs due to acts of nature, fire, theft, vandalism, accident or neglect or abuse directly caused by Lancaster County personnel.

TRADE-IN ALLOWANCES

1. TERMS AND CONDITIONS

- 1.1 Trade-ins are offered on an as-is, where-is basis: and no warranties whether expressed or implied are intended regarding the condition of the equipment or fitness of the equipment for specified applications.
- 1.2 In the event the County accepts bidder's trade-in allowance, the bidder is responsible for all transportation of the equipment away from County premises.
- 1.3 Bids conditioned upon the acceptance by the County of any or all trade-in allowances will not be considered.
- 1.4 The County reserves the right to include trade-in allowance in the evaluation of bids, or to give any consideration to trade-in allowances.
 - 1.4.1 The County may award the purchase of the new equipment as a single order for purchase and trade-in to one vendor, or may elect to split this order to award a single unit to the vendor who offers the pricing and proposal which best suits the needs of Lancaster County Engineer.
- 1.5 Dependent upon trade-in amounts, the County may desire not to trade-in said motor graders to the low bidder of the new equipment; but to trade them outright as a direct sale to the high bidder for trade-ins.
 - 1.5.1 Bidders are advised to take this into consideration when preparing their bid.
 - 1.5.2 Bidders will be permitted to submit a bid for the out-right purchase of the trade-ins.

2. EQUIPMENT LIST: Bidders shall indicate on their proposal form their trade-in allowances for the following equipment:

- Lancaster Co. Unit No. 334, 1994 Champion 720A motor grader, SN X024178X
- Lancaster Co. Unit No. 322, 1990 John Deere 770BH motor grader, SN 526304

3. EQUIPMENT INSPECTION:

- 3.1 Bidders shall contact Bill Fleisher, phone no. (402) 441-7797 to arrange inspection of equipment offered for trade.
- 3.2 Maintenance histories are available for inspection at the County Shop.

BID AWARD TERMS AND CONDITIONS

1. In awarding this bid the following elements shall be given consideration:
 - 1.1 The overall bid price.
 - 1.2 The ability, capacity, and skill of the supplier to perform (includes the local service center and or manufacturer) as per reference checks and Lancaster County experience if available;
 - 1.3 The character, integrity, reputation, judgment, experience, and efficiency of the supplier (as per reference checks and Lancaster County experience if available);
 - 1.4 The quality of previous performance (as per reference checks and Lancaster County experience if available);
 - 1.5 The previous and existing compliance of the supplier with laws relating to the purchase contract;
 - 1.6 The life-cost of the equipment in relation to the purchase price and specific use (includes the guaranteed maintenance and repurchase offer);
 - 1.7 The performance of the equipment taking into consideration any commonly accepted tests and standards of equipment usability and County requirements;
 - 1.8 The energy efficiency ratio as stated by the supplier and confirmed by references;
 - 1.9 The life-cycle costs between alternatives (options 1 & 2) for the equipment with evidence of expected life, the repair and maintenance costs, and the energy consumption on a per year basis; and
 - 1.10 Such other information as may be secured having a bearing on the decision.

In the space below provide five references for your firm of governmental contacts that are using the same equipment under similar conditions as Lancaster County. The County reserves the right to contact any or all of these references to gather pertinent information relevant to analyzing this bid.

2.1 ENTITY NAME: _____
 ADDRESS: _____ STATE: _____
 CONTACT NAME: _____
 TITLE: _____
 TELEPHONE: _____ FAX: _____
 NUMBER OF UNITS CURRENTLY OPERATING: _____

2.2 ENTITY NAME: _____
 ADDRESS: _____ STATE: _____
 CONTACT NAME: _____
 TITLE: _____
 TELEPHONE: _____ FAX: _____
 NUMBER OF UNITS CURRENTLY OPERATING: _____

2.1 ENTITY NAME: _____
 ADDRESS: _____ STATE: _____
 CONTACT NAME: _____
 TITLE: _____
 TELEPHONE: _____ FAX: _____
 NUMBER OF UNITS CURRENTLY OPERATING: _____

2.1 ENTITY NAME: _____
 ADDRESS: _____ STATE: _____
 CONTACT NAME: _____
 TITLE: _____
 TELEPHONE: _____ FAX: _____
 NUMBER OF UNITS CURRENTLY OPERATING: _____

2.1 ENTITY NAME: _____
 ADDRESS: _____ STATE: _____
 CONTACT NAME: _____
 TITLE: _____
 TELEPHONE: _____ FAX: _____
 NUMBER OF UNITS CURRENTLY OPERATING: _____

INSURANCE CLAUSE

FOR ALL COUNTY CONTRACTS

The Contractor shall indemnify and save harmless, to the fullest extent allowed by law, Lancaster County, Nebraska from and against all losses, claims, damages and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death or injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by LANCASTER COUNTY, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

- A. Workers' Compensation Insurance and Employer's Liability Insurance: The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. Coverage shall be provided by an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain Employer's Liability Insurance similarly to the Contractor.

Workers' Compensation - Required limits:

Coverage A - Coverage will include Statutory requirements

Coverage B - Employers Liability

\$100,000 Each Person

\$100,000 Each Person by Disease

\$500,000 Policy Limit - Disease

- B. General Liability Insurance

1. The Contractor shall maintain during the life of this contract, Commercial General Liability Insurance, naming and protecting him and Lancaster County against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The insurance requirements are:

Commercial General Liability (form CG0001 or equivalent) with limits of:

\$1,000,000 Each Occurrence

\$1,000,000 Personal Injury

\$2,000,000 Products/Completed Operations

\$2,000,000 General Aggregate

and:

1. Coverage shall include Contractual Liability coverage insuring the contractual exposure as addressed in this contract.
2. There shall be no exclusion or limitation for the Explosion (X), Collapse (C) and Underground (U) hazards.
3. Coverage shall also include Products/Completed Operations.

4. **Lancaster County shall be named as Additional insured (CG2010 or equivalent).**
 5. The Commercial General Liability coverage shall be endorsed with the Designated Construction Project(s) General Aggregate Limit endorsement (CG 25 03 or equivalent).
- C. Automobile Liability Insurance: The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from the operations of any owned, hired, or now-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:
- Bodily Injury and Property Damage 1,000,000 Combined Single Limit
- D. Builder's Risk Insurance: **(For Building Construction Contracts Only)** Unless otherwise specified where buildings are to be constructed under this contract, the Contractor shall provide coverage for all direct physical loss (also known as "Special Causes of Loss"). Such insurance shall be written on a Replacement Cost basis covering such building in the amount equal to one-hundred percent (100%) of the contract amount (minimum) as specified herein. Losses, if any, shall be made payable to LANCASTER COUNTY and Contractor as their interest may appear. A certificate of insurance evidencing such insurance coverage shall be filed with LANCASTER COUNTY by the time work on the building begins and such insurance shall be subjected to the approval of LANCASTER COUNTY.
- E. Minimum Scope of Insurance: All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has A.M. Best's Rating of no less than A:VII unless specific approval has been granted by LANCASTER COUNTY.
- F. Certificate of Insurance: All Certificates of Insurance shall be filed with LANCASTER COUNTY on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance, coverage modifications and endorsements required by the preceding Sections A, B, C, D and showing LANCASTER COUNTY is an additional insured where required. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide LANCASTER COUNTY thirty days, notice of cancellation non-renewal or any material reduction of insurance coverage.

The original certificate shall be provided to Lancaster County as designated and a copy to: Office of Risk Management, Lancaster County (555 So. 9th Street, Lincoln, NE 68508)

INSTRUCTIONS TO BIDDERS

LANCASTER COUNTY, NEBRASKA PURCHASING DIVISION

1. **BIDDING PROCEDURE**

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

2. **BIDDER'S SECURITY**

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the Proposal Form.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the County.
 - 2.4.2 For all other contracts: upon approval by the County of the executed contract and bonds.
- 2.5 County shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the County as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
 - 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
 - 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the County, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. **EQUAL OPPORTUNITY**

- 3.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status.

4. **DATA PRIVACY**

- 4.1 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 4.2 The bidder agrees to hold the County harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

5. BIDDER'S REPRESENTATION

- 5.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 5.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 7.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 7.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to the date and time for receipt of bids.
- 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 7.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the County; and bidders shall not rely upon such interpretations or changes.

8. ADDENDA

- 8.1 Addenda are written instruments issued by the County prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the County to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 8.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

9. ANTI-LOBBYING PROVISION

- 9.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the County Board or County Staff except in the course of County-sponsored inquiries, briefings, interviews, or presentations, unless requested by the County.

10. BRAND NAMES

- 10.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 10.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the County that said item is equal to, or better than, the product specified.
- 10.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.
- 10.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the County's specifications.

11. DEMONSTRATIONS/SAMPLES

- 11.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the County.
- 11.2 Such demonstration can be at the County delivery location or a surrounding community.
- 11.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate County personnel to the nearest location to view and inspect proposed item(s).
- 11.4 If items are small and malleable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the County of acceptable goods. Bidders must indicate how samples are to be returned.

12. DELIVERY

- 12.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 12.2 The County reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 12.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. the County at the location specified by the County, with all transportation charges paid.

13. WARRANTIES, GUARANTEES AND MAINTENANCE

- 13.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 - 13.1.1 Manufacturer's warranties and/or guarantees.
 - 13.1.2 Bidder's maintenance policies and associated costs.
- 13.2 As a minimum requirement of the County, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the County. Replacement parts of defective components shall be shipped at no cost to the County. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.
- 13.3 Bidder Warrants and represents to the County that all software/firmware/ hardware/equipment /systems developed, distributed, installed or programmed by Bidder pursuant to this Specification and Agreement.
 - 13.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
 - 13.3.2 That all date sorting by the software /firmware/hardware/ equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the County of the failure of any software/ firmware/ hardware /equipment /systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the County, replace or correct the non-complying software/ firmware/ hardware/ equipment/ systems with software/firmware/ hardware/equipment/systems that does comply with this Specification and Agreement.
 - 13.3.3 No Disclaimers: The warranties and representations set forth in this section 13.3 shall not be subject to any disclaimer or exclusion of warranties or to any limitations of Licensor's liability under this Specification and Agreement.

14. ACCEPTANCE OF MATERIAL

- 14.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 14.2 Material delivered under this proposal shall remain the property of the bidder until:
 - 14.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the County; and
 - 14.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 14.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the County reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 14.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the Lancaster County, Nebraska, as required by the specification documents or purchase orders.
- 14.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

15. BID EVALUATION AND AWARD

- 15.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the County of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 15.2 No bid shall be modified or withdrawn for a period of sixty (60) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 15.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 15.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the County, and as the County deems will best serve their requirements.
- 15.5 The County reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the County.

16. INDEMNIFICATION

- 16.1 The bidder shall indemnify and hold harmless the County, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss or use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 16.2 In any and all claims against the County or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 16.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

17. TERMS OF PAYMENT

- 17.1 Unless other specification provisions state otherwise, payment in full will be made by the County within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

18. LAWS

- 18.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

19. EQUIPMENT TAX ASSESSMENT

- 19.1 Any bid for public improvement shall comply with Nebraska revised Statute 77-1323 and 77-1324. Indicating; every person, partnership, limited liability company, association or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall sign a certified statement which will accompany the contract, stating that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

20. AFFIRMATIVE ACTION

- 20.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

21. CONTRACTUAL AGREEMENT

- 21.1 County will furnish three (3) copies of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Agreement signed with the date of signature shall be attached.
- 21.2 The prepared documents shall be delivered to the County within 10 days (unless otherwise noted).
- 21.3 The County will sign the Contract Agreement, insert the date of signature at the beginning of the Contract Agreement, submit the Agreement to the County Board of Commissioners for approval and signature.
- 21.4 Upon approval and signature from the Board, the County will return one original to the Contractor.